

ADAM ZIPKIN, ESQ.

ATTORNEY AT LAW

71 GARDEN STREET, #2R
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TELEPHONE (973) 466-9044

September 2, 2003

VIA HAND DELIVERY

Marsha Moore, Esq.
BROSS CUMMINGS & PEREIRA, L.L.C.
17 Academy Street, Suite 1200
Newark, New Jersey 07102

Re: 469 Elizabeth Avenue, Newark, NJ

Dear Ms. Moore:

As you are aware, I represent several of the tenants residing at 469 Elizabeth Avenue. On Sunday, August 24, 2003, a pipe burst in the bathroom of Apartment 510. Water leaked down through Apartment 410 and into Apartment 310. At the time that this incident occurred, there was no superintendent on premises to handle the problem. The tenants were forced to call the fire department, who ultimately came and shut off the water, but not before there was substantial water damage in the bathrooms of Apartments 510 and 310.

As you are aware, both state law and city code require that the landlord have a superintendent available on the premises 24 hours per day in this building. While a superintendent lives in the building during the week, he often leaves on weekends and the tenants have no way of contacting him or any other agent of the landlord. This violates the law.

Accordingly, demand is hereby made that the landlord provide a superintendent on site at all times as required by law. In addition, demand is made that the water damage to apartments 510 and 310 be repaired if this has not already been completed.

Please call me if you would like to discuss this matter.

Very truly yours,



Adam Zipkin

cc: Mr. Frank Hutchins

ADAM ZIPKIN, ESQ.

ATTORNEY AT LAW

71 GARDEN STREET, #2R
NEWARK, NEW JERSEY 07105

TELEPHONE (973) 466-9044

December 18, 2001

VIA HAND DELIVERY

Michael D. Bross, Esq.
BROSS CUMMINGS & PEREIRA, L.L.C.
17 Academy Street, Suite 1200
Newark, New Jersey 07102

Re: 469 Elizabeth Avenue, Newark, NJ

Dear Mr. Bross:

As you are aware, I represent several of the tenants residing at 469 Elizabeth Avenue. I am writing to express my clients' dismay with the current conditions in their building.

There are several conditions in need of immediate remediation that are common to all the tenants. First and foremost, as of 9:00 this morning there was no heat and no hot water in the building. There has not been heat or hot water for three days, since Saturday afternoon. This is not the first time that the tenants' have been without heat and hot water for extended periods of time this winter. Also, the building is badly infested with both roaches and mice. The intercom is broken, making it impossible even in an emergency for any tenant to let anyone into the building from their apartment, or even know when someone is there to see them. Finally, the elevator door will sometimes not open, trapping anyone inside.

In Apartments 203, 302, and 303, there is leaking water that has caused flooding and substantial damage. Both the leaks and the damage need immediate repair. In apartment 303 there is a large hole in the wall in the bedroom from which mice are constantly coming into the apartment. In Apartment 311 is no electricity in the kitchen.

Perhaps as important as the lack of repairs is the tenants' unanimous disappointment with the current property manager, Dennis. The tenants claim that he often lies to them, promising to return shortly and perform repairs that are never done. In addition, this property manager often makes disparaging and derogatory remarks to the tenants. It is unlikely that relations between the tenants and your client will be able to substantially improve should this individual remain at the building.

ADAM ZIPKIN, ESQ.

December 18, 2001

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As I stated in my last letter to you, my clients truly believed that conditions in their building were going to improve when your client became the new owner. It is still my hope that this will happen. However, based upon the tenants' experiences to date, we can no longer sit back and wait. I have instructed my clients that beginning January 1, 2002, if the above repairs have not been substantially completed by your client, that they should make their rent checks payable to my trust account to be held in escrow. Should your client continue to refuse to make said repairs, the withheld rent money will be used to directly engage professionals to make the needed repairs.

Please be guided accordingly.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Adam Zipkin', written over a horizontal line.

Adam Zipkin

cc: Mr. Frank Hutchins
John Lankenau, Esq.